

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From :

Attn: PAULA VERA/LAND TECH ADVISOR
FIELD ENERGY OFFSHORE LLC
2000 W SAM HOUSTON PKWY S SUITE 1200
HOUSTON, TX 77042

First VENDOR

DAVIS OFFSHORE L P

First VENDEE

FIELDWOOD ENERGY OFFSHORE L L C

Index Type : CONVEYANCES

File # : 1467599

Type of Document : ASSIGNMENT

Recording Pages : 12

Book : 2401

Page : 255

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

Theresa A. Robichaux
Clerk of Court

CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 11/12/2014 at 11:42:59
Recorded in Book 2401 Page 255
File Number 1467599

Rene J. Jett
Deputy Clerk



On (Recorded Date) : 11/12/2014

At (Recorded Time) : 11:42:59AM



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FIELD ENERGY OFFSHORE LLC
2000 W SAM HOUSTON PKWY S SUITE 1200
HOUSTON, TX 77042

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ASSIGNMENT, BILL OF SALE AND CONVEYANCE

GULF OF MEXICO

OFFSHORE UNITED STATES

WHEREAS, Davis Petroleum Acquisition Corp. ("Seller"), Davis Offshore Partners, LLC ("Davis Offshore Partners"), Davis Offshore, L.P. ("Davis Offshore") and Fieldwood Energy Offshore LLC ("Fieldwood") entered into that certain Equity Purchase Agreement dated August 5, 2014 pursuant to which Fieldwood acquired all of Seller's right, title and interest in and to the partnership interest of Davis Offshore and the membership interests of Davis Offshore Partners (the "Agreement"); and

WHEREAS, Davis Offshore Partners and Davis Offshore desire to enter into this Assignment, Bill of Sale and Conveyance ("Assignment") to convey the assets and related rights and interests held by Davis Offshore Partners and Davis Offshore as set forth herein to Fieldwood.

NOW, THEREFORE, subject to and in accordance with the terms and provisions of the Agreement, reference to which is hereby made for all purposes, and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Davis Offshore and Davis Offshore Partners (together, "Assignor") do hereby grant, bargain, sell, convey, transfer and assign to Fieldwood Energy ("Assignee") effective as of June 1, 2014 ("Effective Time"), all of Assignor's right, title and interest in, to and under the following assets, properties and rights of Assignor (collectively, the "Assets"):

- (a) The oil, gas, and mineral leases, subleases, royalties, overriding royalties, production payments, net profits interests, carried interests, reversionary interests, and all other interests of any kind or character in Hydrocarbons in place and the leasehold estates created thereby, in each case, described on Exhibit "A" (collectively, the "Subject Leases"), together with all other mineral interests of every nature related to the lands covered by the Subject Leases or lands pooled or unitized therewith (the "Subject Lands") and all corresponding interests in and to all the property and rights incident thereto of any nature that arise by Law or otherwise, including all rights in any pooled or unitized acreage by virtue of the Subject Leases having been pooled into such pools or units, all production from the pool or unit allocated to any such Lands; and all interests in any wells within the pool or unit associated with the Subject Lands; and all reversionary interests, convertible interests, and net profits interests applicable to the Subject Leases or Subject Lands (together with the Subject Lands, collectively, the "Subject Lease Related Interests");

- (b) All producing, non-producing, shut in, permanently or temporarily plugged and abandoned oil, gas, disposal or other wells located on the Subject Leases, the Subject Units, or any Subject Lands or lands pooled or unitized therewith, including the wellbores described on Exhibit "B", and all wellbores spudded before and/or after the date hereof located on the Subject Leases, the Subject Units, and any Subject Lands or lands pooled or unitized therewith (collectively, the "Subject Wells");
- (c) All (i) tangible personal property, improvements, equipment, machinery, inventory, fixtures and other property (whether or not currently in use), to the extent (A) situated upon or appurtenant to the Properties or the Easements or (B) primarily used (or to be used in the future), or otherwise primarily held for use (regardless of where located), in connection with the ownership, operation, maintenance or repair of the Properties or Easements or the production, handling, processing or transportation of Hydrocarbons attributable thereto, including all, facilities, platforms, pipelines, gathering systems, processing systems, compressors, meters, tanks, machinery, tools, equipment (including spars, trees, PLETs, jumpers, risers, umbilicals, control assemblies, and production handling equipment), and flowlines or gathering lines, whether the same are in existence as of the date hereof or under construction, and (ii) other real, immovable, personal, movable and mixed property that is (A) located on or appurtenant to the Properties or Easements, or (B) primarily used (or to be used in the future), or otherwise primarily held for the current or future use (regardless of where located), in connection with the ownership, operation, maintenance or repair of the Properties or Easements or the production, handling, processing or transportation of Hydrocarbons attributable thereto, whether the same are in existence as of the date of this Agreement or under construction (all of the foregoing, collectively, the "Subject Facilities");
- (d) All units arising on account of any of the Subject Leases having been pooled or unitized into such units, including those described on Exhibit "C" (collectively, the "Subject Units");
- (e) All Contracts (a) (i) to which Assignor and/or its Affiliates is a party (or is a successor or assign of a party) and (ii) that pertain to any of the real and personal properties, rights, titles, or interests described in subparagraphs (a) through (d) above or subparagraphs (f) through (j) below, or (b) that are primarily applicable to the ownership, operation, maintenance or repair of the Assets, (collectively, the "Applicable Contracts");
- (f) All easements, rights-of-way, right-of-use easements, licenses, servitudes, authorizations, permits, and other rights to use primarily used or held for use in connection with, any or all of the Properties or Subject Facilities (the "Easements");
- (g) All Hydrocarbons (i) produced on or after the Effective Time, (ii) attributable to the Properties on or after the Effective Time or (iii) stored in tanks and pipeline linefill as of the Effective Time, in each case, to the extent attributable to the Assigned Percentage in the Properties (collectively, the "Production");

- (h) All environmental and other permits, licenses, orders, authorizations, registrations, consents, franchises, and related instruments or rights granted or issued by any Governmental Authority and relating to the ownership, operation or use of the Properties or Subject Facilities (collectively, the "Permits");
- (i) All Imbalances;
- (j) Originals (or photocopies where originals are not available) and electronic copies of all files, records, maps, information, and data of Assignor, whether written or electronically stored, pertaining to the ownership, operation and use of the other Assets, including: (i) land and title records (including lease files, land files, title opinions, and title curative documents); (ii) well files, well information, well data bases, production records, monthly platform product and/or producer imbalance statements, division order files, abstracts, assessments, engineering data and reports, interpretive data, technical evaluations, reserve studies; (iii) contract files, financial accounting records, non-Income Tax records, operational records, environmental, health and safety records, technical records, and production and processing records; and (iv) Subject Facility records, in each case, to the extent in Assignor's or any of its Affiliates' control or possession; provided, however, that the foregoing shall expressly exclude (A) any data subject to a nontransferable license or other contract or other contract that requires any transfer fee and (B) the Excluded Records (subject to such exclusions, collectively, the "Records");
- (k) All (i) seismic, geological, geochemical or geophysical data (including cores and other physical samples of materials from wells or rests) belonging to Assignor or its Affiliates or licensed from third parties relating to the Properties that can be transferred without additional consideration to such third parties (or including such licensed data in the event Buyer agrees to pay such additional consideration and (ii) interpretations of seismic, geological, geochemical or geophysical data belonging to Assignor or its Affiliates or licensed from third parties that can be transferred without additional consideration to such third parties (or including such licensed data in the event Assignee agrees to pay such additional consideration); and

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns.

Assignor shall be entitled to all of the rights of ownership earned or attributable to the Assets (including the right to all production, proceeds of production and other proceeds) and shall remain responsible for all Operating Expenses, in each case, attributable to the period of time prior to the Effective Time. Assignee shall be entitled to all of the rights of ownership earned or attributable to the Assets (including the right to all production, proceeds of production and other proceeds), and shall be responsible for all Operating Expenses, as well as capital costs and abandonment costs, attributable, in each case, to the period after the Effective Time.

Assignor hereby retains and agrees to fulfill, perform, pay and discharge all Liabilities with regard to the Assets incurred prior to the Effective Time and shall indemnify, defend, hold harmless and reimburse Assignee, its directors, officers, managers, employees, consultants,

agents, shareholders, insurers, members and partners against the same. Assignee hereby assumes and agrees to fulfill, perform, pay and discharge all of the Assumed Obligations and shall indemnify, defend, hold harmless and reimburse Assignor, its directors, officers, managers, employees, consultants, agents, shareholders, insurers, members and partners against the same. Assumed Obligations shall mean all Liabilities to the extent arising from or attributable to the ownership, operation or condition of the Assets on or after the Effective Time, including Liabilities arising from or attributable to: (i) P&A Obligations (regardless of whether incurred prior to, on or after the Effective Time); (ii) the payment of Burdens; (iii) Taxes; (iv) Imbalances; (v) the Subject Leases and Applicable Contracts.

All capitalized or defined terms used in this Assignment and not defined herein shall have the meanings given them in the Agreement. All references to Articles, Sections, Schedules or Exhibits herein shall, unless otherwise specified, mean the applicable Articles, Sections, Schedules or Exhibits contained in or attached to the Agreement. Upon request, any third party having of bona fide reason to review the Assignment may do so.

Subject to the foregoing, and in accordance with the terms and provisions of the Agreement, Assignor agrees to warrant and defend the Assets unto Assignee as against the claims of any third party by, through or under Assignor, but not otherwise.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, but all of which taken together shall constitute one and the same instrument. Assignor and Assignee agree that for purposes of recording, the signature and acknowledgment pages of any counterpart may be removed therefrom and attached to another counterpart.

IN WITNESS WHEREOF, this Assignment is entered into as of the dates set forth in the respective acknowledgments below, but effective as of the Effective Time.

ASSIGNOR:

DAVIS OFFSHORE, L.P.

By: Davis Offshore Partners, LLC, its General Partner

By:  _____

Name: John H. Smith

Its: Vice President

DAVIS OFFSHORE PARTNERS, LLC

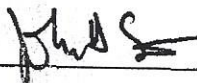
By:  _____

Name: John H. Smith

Its: Vice President

ASSIGNEE:

FIELDWOOD ENERGY OFFSHORE LLC

By: 

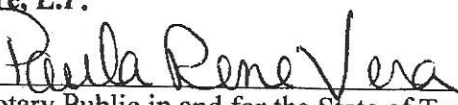
Name: John H. Smith

Its: Vice President

STATE OF TEXAS §

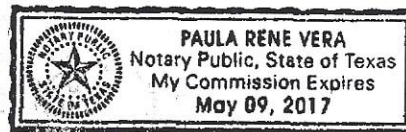
COUNTY OF HARRIS §

This instrument was acknowledged before me this 22nd day of October, by John H. Smith, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of **Davis Offshore Partners, LLC**, as the General Partner **Davis Offshore, L.P.**, a Delaware limited partnership, on behalf of **Davis Offshore, L.P.**



Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

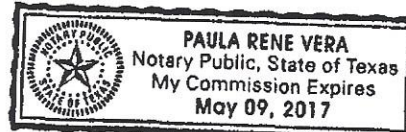


This instrument was acknowledged before me on this 22nd day of October, by John H. Smith, as Vice President of **Davis Offshore Partners, LLC**, a Delaware limited liability company, on behalf of said company.

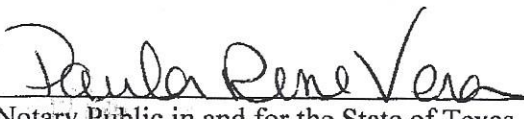

Notary Public in and for the State of Texas

STATE OF TEXAS §

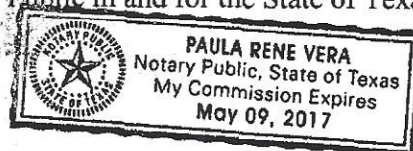
COUNTY OF HARRIS §



This instrument was acknowledged before me on this 22nd day of October, by John H. Smith, as Vice President of **Fieldwood Energy Offshore LLC**, a Delaware limited liability company, on behalf of said company.


Notary Public in and for the State of Texas

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EXHIBIT "A"**SUBJECT LEASES****Lorien Field**

Federal Serial No: OCS-G 24160
 Effective Date: June 1, 2002
 Lessor: United States of America
 Original Lessee: Phillips Petroleum Company
 Covering: All of Block 199, Green Canyon, OCS Official Protraction Diagram,
 NG 15-03, containing 5,760.00 acres, more or less.

Davis Ownership: Record Title Ownership: All of Block 199

WI: 40.00%

*NRI: 34.70%

Operating Rights - Deep Rights: Insofar and only insofar as to depths
 below 23,000 feet subsea true vertical depth to 99,999 feet subsea true
 vertical depth:

WI: 10.00%

NRI: 8.45%

Lease Status: Held By Production

Remarks: *Buyer assumes Sellers' obligation to its proportionate share of
 ConocoPhillips Company's 3.25% of 8/8ths ORR limited to depths from the
 surface down to and including the stratigraphic equivalent of the base of
 the sand found at 18,703' MD (17,432' TVD) in the OCS-G 24160 #1
 ST00BP02 Well, that shall become effective when gross production from
 that interval reaches 25 MMBOE. This ORR is not currently taken into
 account under the NRI above. Upon reaching the twenty-five million
 (25,000,000) barrels of oil equivalent ("BOE") produced and sold, the NRI
 will be reduced proportionately.

J. Bellis Field

Federal Serial No: OCS-G 24154
 Effective Date: June 1, 2002
 Lessor: United States of America
 Original Lessee: LLOG Exploration Offshore, Inc. (50%)
 Davis Offshore, L.P. (50%)
 Covering: All of Block 157, Green Canyon, OCS Official Protraction Diagram,
 NG 15-03, containing 5,760.00 acres, more or less, covering all depths.

Davis Ownership: Record Title Ownership:

WI: 15.00%

NRI: 12.675%

Lease Status: Held By Production
 Federal Serial No: OCS-G 12210
 Effective Date: May 1, 1990
 Lessor: United States of America
 Original Lessee: BP Exploration Inc.
 Covering: Block 201, Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing 5,760.00 acres, more or less, insofar and only insofar as to the Northeast One-Quarter (NE/4), covering those depths from surface down to 17,000 feet true vertical depth subsea.

Davis Ownership: Operating Rights Ownership:

WI: 15.00%
 NRI: 11.2125%

Lease Status: Held By Production

Condor Field

Federal Serial No: OCS-G 28077
 Effective Date: July 1, 2006
 Lessor: United States of America
 Original Lessee: LLOG Exploration Offshore, Inc.
 Covering: All of Block 448, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres, more or less, covering all depths.

Davis Ownership: ORRI: 4.50%

Lease Status: Held by Production

Talon Prospects

Federal Serial No: OCS-G 31702
 Effective Date: March 1, 2008
 Lessor: United States of America
 Original Lessee: Energy Partners, Ltd. (15%)
 Stephens Production Company, LLC (15%)
 Davis Offshore, L.P. (70%)

Covering: All of Block 198, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres, more or less.

Davis Ownership: Record Title Ownership:
West & South Talon Prospects: Insofar and only insofar as to the West One-Half and the South One-Half of the Southeast One-Quarter (W/2, S/2 SE/4), covering all depths.

WI: 70.00%
 NRI: 56.23%
 *ORRI: 0.75%

Northeast (NE) "Talon Shallow" Prospect: Insofar and only insofar as to the Northeast One-Quarter and the North One-Half of the Southeast One-Quarter (NE/4, N/2 SE/4), Insofar and only insofar as to the surface to 23,000 feet subsea true vertical depth.

WI: 10.00%
 NRI: 8.033%

Northeast (NE) "Talon Deep": Insofar and only insofar as to the North One-Half of the Southeast One-Quarter (N/2 SE/4) below 23,000 feet subsea true vertical depth.

WI: 10.00%
 NRI: 8.033%

Operating Rights Ownership:

Northeast (NE) "Talon Deep": Insofar and only insofar as to the Northeast One-Quarter (NE/4) below 23,000 feet subsea true vertical depth.

WI: 7.00%
 NRI: 5.6233%

Lease Status: Expires - February 28, 2018

Remarks: *The ORRI is held by Davis Offshore Partners LLC

Skyhawk Prospect

Federal Serial No: OCS-G 33700
 Effective Date: July 1, 2010
 Lessor: United States of America
 Original Lessee: Davis Offshore, L.P.
 Covering: All of Block 993, Viosca Knoll, OCS Official Protraction Diagram, NH 16-07, containing 5,760.00 acres, more or less, covering all depths.

Davis Ownership: ORRI: 3.20%

Lease Status: Expires - June 30, 2017

Simba Prospect

Federal Serial No: OCS-G 33834
 Effective Date: June 1, 2010
 Lessor: United States of America
 Original Lessee: Davis Offshore, L.P.
 Covering: All of Block 296, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres, more or less, covering all depths.
 Davis Ownership: Record Title Ownership:
 WI: 100.00%
 NRI: 80.45%
 Lease Status: Expires - May 31, 2017

Cutter Prospect

Federal Serial No: OCS-G 33246
 Effective Date: July 1, 2009
 Lessor: United States of America
 Original Lessee: ATP Oil & Gas Corporation
 Covering: All of Block 344, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres, more or less, covering all depths.
 Davis Ownership: Record Title Ownership:
 WI: 26.6875%
 NRI: 20.8829687%
 Lease Status: Expires - June 30, 2019

Roan Prospect

Federal Serial No: OCS-G 32488
 Effective Date: August 1, 2008
 Lessor: United States of America
 Original Lessee: Davis Offshore, L.P.
 Covering: All of Block 289, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres, more or less.
 Davis Ownership: Record Title Ownership:
 WI: 100.00%
 NRI: 78.25%
 *ORRI: 1.00%
 Lease Status: Expires - July 31, 2018
 Remarks: *The ORRI is held by Davis Offshore Partners LLC

EXHIBIT "B"**SUBJECT WELLS**

Field Name	Well Name / No.	API No.	Status
Lorien	GC/199 001 ST02 BP00	60-811-40366-04	Producing
Lorien	GC/199 SS002 ST02 BP00	60-811-40441-02	Shut-In
J. Bellis	GC/157 001	60-811-40371	Producing
J. Bellis	GC/201 001 ST 2	60-811-40438-01	Producing
J. Bellis	GC/157 003 ST 1	60-811-40439-01	Producing
Condor	GC/448 001 ST02	60-811-40504-02	Producing

All other well penetrations and sidetracks in common with these wells which have been previously plugged and abandoned.

EXHIBIT "C"

SUBJECT UNITS

NONE